

STATE OF MISSISSIPPI

SEP 25 3 22 PM '03

COUNTY OF DESOTO

EASEMENT AND RIGHT-OF-WAY GRANTCK 454 PG 187
CH. CLK.

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned John Henry Miller, Jr., whose address is 500 Larue Drive, Hernando, Mississippi 38632, and A. S. Ballard, Jr., whose address is 35 Park Street, Hernando, Mississippi 38632, hereinafter referred to as GRANTORS, being married men herein dealing with their separate property, do hereby grant, bargain, sell, convey and deliver unto Mississippi Valley Gas Company, a Mississippi corporation, whose address is Post Office Box 3348 Jackson, Mississippi 39207 herein referred to as GRANTEE, its successors and assigns an easement and right-of-way to construct, inspect, operate, maintain, repair, replace, and remove one pipeline to be buried a minimum of 48 inches under the ground, over, under and through a strip of land forty five feet (45') in width, during the period of initial pipeline construction provided however, that said easement and right-of-way shall revert to thirty feet (30') subsequent to such construction, repair or maintenance. Said easement and right-of-way being more particularly described on EXHIBIT "A" attached hereto and made a part hereof and is located in, on or under the following described lands situated in DeSoto County, State of Mississippi, to-wit:

That certain parcel of land described in those certain deeds dated July 29, 1996, as recorded in Book 306, at Page 606, June 28, 2000, as recorded in Book 375, at Page 597, and July 7, 2000, as recorded in Book 375, at Page 599, all of the records of the Chancery Clerk of DeSoto County, Mississippi.

The Grantee shall have full right, at its sole option, to clear, and keep clear, the right-of-way herein granted, and all timber, trees, undergrowth, and other obstructions which might interfere with the construction or maintenance of said pipeline and appurtenances, or endanger the same, provided however that Grantors or their assigns shall be compensated for all damages to crops or other agricultural produce occasioned by Grantee's operations.

The Grantee, its successors or assigns are hereby expressly given and granted the right to assign this easement and right-of-way servitude or any part hereto or interest therein.

To have and to hold unto Grantee, its successors and assigns, with full rights of ingress and egress at all times, so long as the rights and easements herein granted, or any of them, shall be used by or useful to, Grantee for the purpose herein granted, with all of such rights being assignable, in whole or in part.

The said Grantors are to fully use and enjoy the said premises, except for the purposes herein granted to the Grantee and provided the said Grantors shall not construct or maintain, nor permit to be constructed or maintained any house, structures, lake, pond or obstructions, on or over, or that will interfere with the construction, maintenance or operation of, any pipeline or appurtenances constructed hereunder, and will not change the grade over such pipeline.

Grantors covenant and warrant that they are the lawful owners of the above described property free and clear of any unstated liens, encumbrances or imperfections and warrant the title to the same. Grantors further warrant that the above described property constitutes no part of their homestead.

The Grantee shall indemnify and hold Grantors harmless from any and all liability which they may incur and any and all losses or damages which he may suffer as a result of the Grantee's exercise of its rights under this easement, including any liability, losses or damages resulting from any personal injury or damage to property arising out of the construction, inspection, operation, maintenance, repair, replacement or removal of the above described pipeline and the removal of any timber, undergrowth or other obstruction on the property which is the subject of this easement, or otherwise.

IN WITNESS WHEREOF, the Grantors herein have executed this conveyance, this the 17 day of December, 2002.

GRANTORS:

John Henry Miller, Jr.
John Henry Miller, Jr.

A. S. Ballard, Jr.
A. S. Ballard, Jr.

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

I hereby certify that on this day before me W. E. Davis
Chancey Clerk, duly authorized in the state and county aforesaid to take acknowledgments, personally appeared John Henry Miller, Jr., to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that being informed of the contents of the same he voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

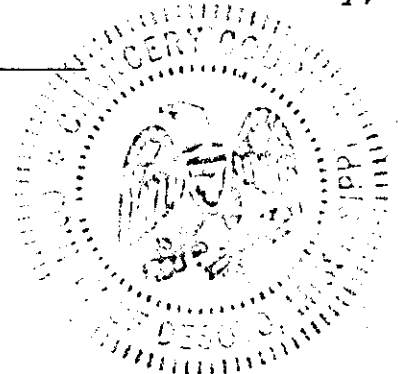
Given under my hand and official seal this the 17th
day of December, 2002

W. E. Davis Chancey Clerk
by S. Cleveland
(Title of Official)

in and for DeSoto County,
Mississippi.

My Commission Expires: Jan 5, 2004

This Instrument Prepared by:
Stephen Platt, Attorney at Law
217 West Capitol Street, Suit 105
Jackson, Mississippi 39201
Phone Number 601-352-9111



ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

I hereby certify that on this day before me W. G. Shaw
Chancery Court Clerk, duly authorized in the state
 and county aforesaid to take acknowledgments, personally appeared
 A. S. Ballard, Jr., to me known to be the person described in and
 who executed the foregoing instrument, and he acknowledged before
 me that being informed of the contents of the same he voluntarily
 signed and delivered the within and foregoing instrument on the day
 and year therein mentioned.

Given under my hand and official seal this the 17
 day of December, 2002

W. G. Shaw
Chancery Court Clerk
 (Title of Official)
 in and for DeSoto County,
 Mississippi.

My Commission Expires: Jan 5, 2004

GRANTORS

John Henry Miller
 500 Larue Drive
 Hernando, Mississippi 38632

A. S. Ballard, Jr.
 35 Park Street
 Hernando, Mississippi 38632

GRANTEE

Mississippi Valley Gas Company
 Post Office Box 3348
 Jackson, Mississippi 39207

INDEXING INSTRUCTIONS: Index this instrument in the Southeast
 quarter, Section 28, Township 2 South, Range 8 West, DeSoto County,
 Mississippi.

